

TOWN OF COLCHESTER, CONNECTICUT

BID PROPOSAL

REAPPRAISAL AND REVALUATION OF REAL PROPERTY

FOR 2011 GRAND LIST

DATE ISSUED: August 17, 2010

DATE DUE: September 15, 2010

**Gregg Schuster, First Selectman
Colchester, Connecticut 06415**

PROJECT: THE COMPLETE REAPPRAISAL AND REVALUATION OF ALL REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF COLCHESTER, CONNECTICUT, EFFECTIVE AS OF OCTOBER 1, 2011.

Sealed bid proposals to perform the subject project in accordance with the specifications enclosed herewith, and made a part of this invitation to bid, will be received in the Office of the First Selectman:

Office of the First Selectman
Town of Colchester
127 Norwich Avenue
Colchester, Connecticut 06415

Until **September 15, 2010, at 10:00 AM** when and where the Bid Proposals will be opened and read aloud.

Any Bid Proposal received after said date and time, whether hand-delivered, submitted via US Postal Service, or submitted via any other delivery service, shall be declared invalid.

All Bid Proposals must include the enclosed and completed BID FORM FOR 2011 REVALUATION (pages 6 - 9), and be placed in a sealed envelope. The sealed envelope shall be plainly marked "2011 REVALUATION BID." All interested parties shall deliver three (3) copies of their Bid Proposal.

Each Bid Proposal shall be submitted with a CERTIFIED CHECK or BID BOND in an amount equal to ten (10) percent of the total amount of the bid as submitted. Said check shall be made payable to the TOWN OF COLCHESTER.

The project award and signing-of-contract conditions are set forth in the enclosed specifications.

The completion date of the project through the informal public hearings stage shall be December 22, 2011. The late-completion penalty date is November 11, 2011, as defined in the enclosed Contract Specifications. The time schedule for the project is also set forth in the enclosed Contract Specifications.

There will be no pre-bid meeting and any questions must be submitted in writing to John Chaponis, Assessor, Town of Colchester, 127 Norwich Avenue, Colchester, Connecticut 06415 or via email at Assessor@ColchesterCT.Gov by September 6, 2011. Responses will be forwarded to prospective parties as deemed appropriate by the TOWN OF COLCHESTER.

All Bid Proposals must conform to the enclosed Bid Proposal Format and Contents or may be declared invalid.

The Town reserves the right to amend this proposal for the Revaluation Program for equitable assessments at any time prior to the deadline for submission of proposals and to reject any or all proposals received if they determine it to be in the best interests of the Town. All information pertaining to the Contractor's technical and management approach to completing this Project, shall address, at a minimum, each of the issues set forth in the Request for Proposals in order to be considered responsive.

Any proposal which does not respond to each issue in the Request for Proposals shall be rejected by the Town as non-responsive.

The Town is currently licensed to utilize the *Appraisal Vision*® CAMA Software of Vision Appraisal Technology of Northboro, Massachusetts. As part of the 2011 Revaluation, Colchester must be upgraded to version 6.5 of the Vision CAMA. Any/all costs associated with this upgrade shall be the sole responsibility of the contractor. All data entry must be done off-site, on version 6.5, and transferred to our in-house computer system. The Town's system must be fully loaded with all assessment data before the reappraisal is completed. Conversion to the CAMA system must be completed no later than July 1, 2011. The software must provide an interchange file to move data to the Town's current billing and collection system (QDS). Any and all conversion work and costs associated with such is solely the responsibility of the Contractor. All data entry will be solely the responsibility of the Contractor.

The town will remain licensed to utilize VISION APPRAISAL CAMA Software therefore contractors are required to use this software to perform this revaluation project. Contractors must define their prior knowledge and experience using VISION APPRAISAL software and must include within their proposal any/all costs associated to this project in order to have a professional relationship with VISION APPRAISAL throughout the duration of this project. The contractor must obtain proper licensing from Vision Appraisal Technology, Oracle, etc. and is solely responsible for any/all costs associated with using these software programs off site.

The successful proposer must utilize the Town's GIS data in all aspects of the revaluation. This includes plotting assessed to sales ratios on the maps both before and after the revaluation, making mass database changes to individual data items as deemed necessary by the sales analysis, delineating neighborhoods using the mapping data and using the GIS information to route the field review effort. The GIS data must be utilized for in depth quality control of the final data and should be used to depict an old to new value change representation once final values have been established. It should also be used as a public relations tool to produce maps that help the taxpayers better understand the revaluation process.

The Town is cognizant to the benefits of using the Internet and World Wide Web for purposes of sharing prospective revaluation data with our taxpayers and the public. The Contractor is strongly encouraged to include their Internet solution as a part of this proposal.

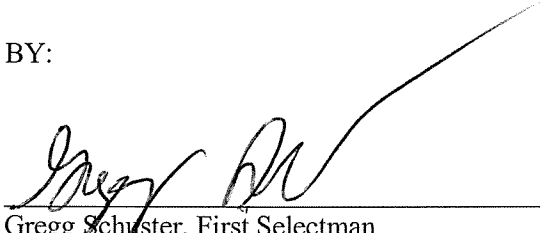
The TOWN OF COLCHESTER reserves the right to amend or cancel this INVITATION TO BID, at any time if it is in the best interest of the TOWN OF COLCHESTER to do so. The TOWN OF COLCHESTER reserves the right to reject any, or any part of, or all Bid Proposals; to waive informalities and technicalities; and to accept the Bid Proposal which the TOWN OF COLCHESTER and the town ASSESSOR deem to be in the best interest of the TOWN OF COLCHESTER, regardless as to whether or not it is the lowest dollar Bid. All Bid Proposals shall be submitted at the sole cost and expense of the party submitting the Bid Proposal.

Under this Bid Proposal, the contractor would provide the services described in the enclosed contract and its accompanying Contract Specifications, including providing the TOWN with the Vision Appraisal Technology's latest version of its computer assisted mass appraisal software on a laptop PC for field work/review. The price quoted in the Bid Proposal shall include any and all software, hardware, software licenses, and/or software modifications necessary to enable the computer assisted mass appraisal system to operate on the TOWN's existing computer system.

September 1, 2010

TOWN OF COLCHESTER

BY:



Gregg Schuster, First Selectman
Town of Colchester, Connecticut

BID PROPOSAL FORMAT AND CONTENTS

Bid Proposals shall include the following information organized in the following format:

A Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the Contractor stating that the offer is effective for at least ninety (90) Calendar Days from the deadline for the submission of proposals.

Listing of ALL municipal revaluations completed during the past five (5) years, including client contact, telephone number, size of municipality, scope of services rendered and date completed.

Listing of ALL municipal revaluations, now underway or under contract, including client contact, telephone number, and size of municipality, scope of services to be rendered, and date to be completed.

Listing of personnel proposed to be assigned to the TOWN's revaluation project, including years of experience in current positions and other revaluation positions, municipalities served, and their roles in those revaluations. Resumes of personnel proposed to be assigned must be included. All personnel are subject to the approval of the Assessor.

Description of the methodologies to be used for assessing values for residential, commercial, industrial, exempt, public utility and vacant land parcels.

Description of sales analyses to be performed to verify accuracy of valuations.

Description and outline summary of the proposed public relations program that would be used during the revaluation project.

Copy of the contractor's current Connecticut Revaluation Certification issued pursuant to Connecticut General Statutes 12-2c.

Indication of how many years the contractor has been engaged as a company, corporation, partnership, or individuals specializing in municipal revaluation services.

Copy of the contractor's Financial Statement for the last two- (2) fiscal years.

Bid bond or Certified Check in the amount of ten percent (10%) of the bid submitted. The proceeds from such bid bond or certified check shall be forfeited by the contractor and become the property of the TOWN in the event that the contractor's Bid Proposal is accepted by the TOWN and the contractor, for any reason, refuses or otherwise fails to execute the form of Contract enclosed herewith.

The contractor must also submit as part of the Bid Form, a schedule and percentage of work completed based upon past experiences of the Contractor while performing revaluations, and based upon, the contract's specifications, as set forth in the Contract Specifications on the enclosed form. The bidder must adhere to the (a-m) percentage table as stated on page 9.

The contractor must bid the Project as outlined in the enclosed Contract and Contract Specifications and the Town requests that it is NOT modified. However, any modifications made by the contractor

as part of their bid submission MUST be highlighted in ***bold italics and underlined*** so that it is easily apparent to the TOWN that the contractor has modified the TOWN's original contract. If a contractor submits a bid and has altered the TOWN's original contract and has failed to do so in ***underlined bold italics***, the TOWN may reject the bid completely.

BID FORM FOR COLCHESTER 2011 REVALUATION

PROJECT: THE COMPLETE REAPPRAISAL AND REVALUATION OF ALL REAL PROPERTY (TAXABLE AND EXEMPT), LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF COLCHESTER, CONNECTICUT, EFFECTIVE AS OF OCTOBER 1, 2011.

The undersigned, duly authorized agent for the individual, partnership, corporation or other entity (hereinafter called CONTRACTOR) submitting this bid affirms and declares:

1. That this BID is executed by said CONTRACTOR with full knowledge and acceptance of the CONTRACT (including the enclosed contract Specifications) enclosed with the INVITATION TO BID on the subject project.
2. That should this BID be accepted in writing by the Town of Colchester, Connecticut (hereinafter called TOWN), said CONTRACTOR will furnish the services for which this BID is submitted at the dollar amount indicated herein and in compliance with the provisions of said CONTRACT and all associated CONTRACT SPECIFICATIONS. In the event that the CONTRACTOR refuses or otherwise fails to do so, the CONTRACTOR's BID surety shall be forfeited and become the property of the TOWN.
3. That this BID is accompanied by surety in the amount of ten percent (10%) of the dollar bid in the form and amount indicated below:

_____ Bid Bond	Amount \$ _____
_____ Certified Check	Amount \$ _____

4. If a Bid Bond is submitted, it shall be issued by a company authorized to issue such surety bond in the State of Connecticut and acceptable to the TOWN. If a Certified Check is submitted, it shall be from a federally insured banking institution and made payable to the "Town of Colchester".
5. That the CONTRACTOR or his or her representative has visited the TOWN; is familiar with its geography, topography, general character of housing and its commercial and industrial areas; has examined the quality and condition of the Assessor's records; and has met with the TOWN'S Assessor to make himself or herself knowledgeable of those matters and conditions specific to Colchester and this project which would influence this Bid Proposal.
6. That all items, documents and information required to accompany this Bid by the aforesaid BID PROPOSAL FORMAT AND CONTENTS (see page 5) are enclosed herewith.
7. That the CONTRACTOR proposes to furnish the services and materials required to complete the subject project in accordance with the aforesaid CONTRACT and all associated Contract Specifications for the total amount of:

BID PRICE REVALUATION \$ _____

Residential Inspections (Sec. 19.1) at an additional cost of \$ _____ per inspection.

COLCHESTER BID FORM FOR 2011 REVALUATION (Continued)

8. That this BID and all prices set forth herein are valid for ninety (90) days from the date of submission, and if this BID is accepted by the TOWN, the CONTRACTOR and the TOWN shall enter into a Contract incorporating this BID and all prices set forth herein in substantially the form attached hereto as "Form of Contract".
9. That the TOWN reserves the right to reject any, or any part of, or all Bid Proposals; to waive informalities and technicalities; and to accept that Bid Proposal which the TOWN deems to be in the best interest of the TOWN, regardless of whether or not it is the lowest dollar Bid.
10. That the CONTRACTOR acknowledges that consideration in the awarding of the CONTRACT will be given, but not limited to, price, the accuracy and responsiveness of the CONTRACTOR, the experience, competence and financial condition of the CONTRACTOR, time for completion and/or labor force adequate to perform the work, the nature and size of the CONTRACTOR's organization, quality of similar projects it has performed and completed in the past in Connecticut, other projects and/or revaluations currently under contract by the CONTRACTOR, and a determination by the TOWN that the CONTRACTOR has the ability to complete the revaluation successfully and in a timely manner.
11. That the attached payment schedule for percentage of completed work must be submitted by the CONTRACTOR. This schedule is to be completed by the CONTRACTOR and MUST NOT be altered.

COLCHESTER BID FORM FOR 2011 REVALUATION (Continued)

Stages of Completion - Percentage of Total Project Cost

- | | | |
|-------|---|---------|
| a. | Bonding, Office Set-up and Project Start-Up | _____ % |
| b. | Mandatory Data Mailers sent out; Hardware provided | _____ % |
| c. | Non-Residential Data Collection | _____ % |
| d. | Sales Verification | _____ % |
| e. | Data Entry into new CAMA system (Version 6.5) | _____ % |
| f. | Valuation analysis & Sales/Income Review | _____ % |
| g. | Field Review | _____ % |
| h. | Final Values assigned; Assessment Notices mailed | _____ % |
| i. | Informal Hearings completed and final adjustments mailed | _____ % |
| j. | Final Performance Testing Standards for State requirement | _____ % |
| k. | Full Narrative Appraisal & Field Cards Delivered | _____ % |
| l. | Board of Assessment Appeals completion of duties | _____ % |
| m. | Litigation | _____ % |
| TOTAL | | _____ % |

COLCHESTER BID FORM FOR 2011 REVALUATION (Continued)

FIRM NAME OF
PROPOSER: _____

BY:
SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

BID PROPOSAL CHECKLIST

All of the following items **MUST** be included with the Bid Proposal. See pages 5 and 6 for a complete description of the required items. Each Item must be clearly identified and listed.

- Item #2 Listing of ALL municipal revaluations performed during the past 5 years.
- Item #3 Listing of ALL municipal revaluations, now underway or under contract.
- Item #4 Listing of personnel proposed to be assigned to TOWN's revaluation (attach resumes) and in what capacities/roles/duties.
- Item #5 Description of the methodologies to be used for assessing values for residential, commercial, industrial, and vacant land parcels.
- Item #6 Description of sales analyses to be performed to verify accuracy of valuations.
- Item #7 Description and outline summary of the proposed public relations program
- Item #8 Copy of the Contractor's current Connecticut Revaluation Certification
- Item #9 Indication of how many years the Contractor has been engaged as a company, corporation, partnership, or individuals specializing in municipal revaluation services.
- Item #10 Copy of the Contractor's Financial Statement for the last two-(2) fiscal years.
- Item #11 Bid bond or Certified Check in the amount of ten percent (10%) of the bid submitted.
- Item #12 A schedule and percentage of completed work based upon experiences of the Contractor, in performing revaluations, and based upon, the contract's specifications, as set forth in the Contract Specifications on the enclosed form.

FORM OF CONTRACT

THE COMPLETE REAPPRAISAL AND REVALUATION OF REAL PROPERTY (TAXABLE AND EXEMPT) LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF COLCHESTER, CONNECTICUT EFFECTIVE OCTOBER 1, 2011.

This Agreement (the "Contract"), made this day of , 2010 , by and between the Town of Colchester, a municipal corporation, having its corporate limits located within the County of New London, and State of Connecticut, hereinafter termed the TOWN, acting by and through its First Selectman, Gregg Schuster, having been so duly authorized, and hereinafter termed the CONTRACTOR.

WITNESSETH THAT:

WHEREAS, the TOWN is required by law to undertake, as of October 1, 2011, a complete reappraisal and revaluation of all real property located within the corporate limits of the TOWN;

WHEREAS, Connecticut General Statutes Section 12-62(e) authorizes the TOWN to designate a revaluation company certified in accordance with Connecticut General Statutes Section 12-2b to view and revalue, pursuant to a methodology approved by the Assessor, such real property;

WHEREAS, on or about August 17, 2010, the TOWN issued an invitation to bid (the "Invitation to Bid") seeking competitive proposals for the reappraisal and revaluation of all real property located within the corporate limits of the TOWN;

WHEREAS, the CONTRACTOR is engaged in the business of reappraising and revaluing real property on behalf of Connecticut municipalities, is a "revaluation company" certified in accordance with Connecticut General Statutes Sections 12-2b and 12-2c, and, on, 2010, responded to the Invitation to Bid (the "CONTRACTOR's Bid Proposal"); and

WHEREAS, in reliance upon the representations made in the Contractor's Bid Proposal, the TOWN desires to engage the CONTRACTOR to view, reappraise, and revalue all real property located within the corporate limits of the TOWN in accordance with the terms and provisions hereof.

NOW, THEREFORE, the TOWN and the CONTRACTOR, for the consideration and under the conditions hereinafter set forth, hereby agree as follows:

CONTRACTOR'S OBLIGATIONS

The CONTRACTOR shall provide all personnel, supplies, equipment, vehicles, and other resources as may be necessary or appropriate to view, reappraise and revalue all of the real estate located within the corporate limits of the TOWN and to perform all the services and furnish all the records, materials, computer hardware and software, forms and supplies required by and in complete accordance with the Contract Specifications, is attached hereto and made a part hereof (as Appendix A) (the "Contract Specifications"), all applicable Connecticut General Statutes and Special Acts, pertinent Regulations of Connecticut State Agencies, pertinent rulings of the Secretary of Office of

Policy and Management, pertinent ordinances and agreements of the TOWN, pertinent judicial decisions, and all other applicable laws, regulations, and ordinances..

The CONTRACTOR warrants and represents to the TOWN that the CONTRACTOR is (i) a "revaluation company" currently certified by the Secretary of the Office of Policy and Management in accordance with the provisions of Connecticut General Statutes Sections 12-2b and 12-2c and (ii) is experienced and well-skilled in the services it is required to provide hereunder and acknowledges that the TOWN is relying upon the CONTRACTOR to impart that experience and skill in the performance of its duties hereunder.

The CONTRACTOR shall, at its sole cost and expense, obtain and maintain throughout the term of this Contract any and all necessary permits, licenses, and certifications required by federal, state or local authorities for the provision of the revaluation services required by this Contract.

The CONTRACTOR shall fully comply with any and all federal, state, local or other applicable laws, rules, regulations, ordinances, and governmental pronouncements relating to the provision of revaluation services as required hereunder.

COMMENCEMENT AND COMPLETION DATES

The CONTRACTOR shall commence the performance of its services hereunder on or before January 3, 2011 for mailing of Data Mailer questionnaires, preliminary and initial data collection and data entry, but not later than June 15, 2011 for all other work.

The CONTRACTOR shall mail notices of assessment changes not later than November 10, 2011 and shall complete all of its services hereunder as reflected in Section 5 of the Contract Specifications (through the informal public hearings stage) on or before December 15, 2011.

The remainder of the CONTRACTOR's services to be provided hereunder shall be completed on or before December 22, 2011.

The CONTRACTOR shall adhere to the Time Schedule for the revaluation project as set forth in Section 5 of the Contract Specifications. The CONTRACTOR and the TOWN acknowledge and agree that time shall be of the ESSENCE OF THE CONTRACT.

COMPENSATION

The Town shall pay the CONTRACTOR the total sum of \$ _____ as full and complete compensation for the CONTRACTOR's services to be performed hereunder, including, without limitation, the delivery to the TOWN of all computer hardware, software, operating systems, databases to be delivered; hereunder and all records, materials, forms and supplies to be furnished by the CONTRACTOR hereunder. The CONTRACTOR and the TOWN agree that the methods of billing and payment schedule shall be as set forth in the Contract Specifications. Such sum shall include any and all applicable federal, state and local taxes as well as all costs of hardware, software, licenses, and incidental materials and supplies. In addition, the CONTRACTOR shall be solely responsible for the payment of any taxes or contributions for social security, unemployment insurance, worker's compensation, old age payments or retirement benefits which are measured by wages, salaries, or other remunerations paid by the CONTRACTOR to any and all persons employed by it in connection with the performance of its service hereunder.

ASSIGNMENT

Neither this Contract nor any interest herein may be assigned or subcontracted by the CONTRACTOR in whole or in part without the prior written consent of the TOWN. Any assignment or subcontracting in contravention of the foregoing shall be null and void.

STATUS OF PARTIES

The relationship between the TOWN and the CONTRACTOR hereunder shall be solely that of independent contractors, and nothing contained herein shall be construed as creating any other relationship. Neither the CONTRACTOR nor any of its employees shall have any authority, power, or right to bind the TOWN in any way, manner, or thing whatsoever.

INDEMNIFICATION AND CONDITIONS

The CONTRACTOR shall indemnify, hold harmless and defend the TOWN and its officers, agents, employees, and appointed and elected officials, at the CONTRACTOR's sole cost and expense, from and against any and all liability for loss, damage or expense for which the TOWN or its officers, agents, employees, or appointed and elected officials may be held liable by reason of injury, including death, to any person (including employees of the CONTRACTOR) or damage to any property arising out of or in any manner connected with (i) the services to be performed under this Contract, (ii) costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this Contract, (iii) the acts, omissions, or errors of the CONTRACTOR, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, or (iv) the CONTRACTOR's breach of any of the provisions of this Contract.

TERMINATION

The TOWN may terminate this Contract if the CONTRACTOR has materially misrepresented any offering or defaults on any contract with any other municipality.

If the CONTRACTOR does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not voided within thirty (30) days, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or otherwise, or if any interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt then and forthwith thereafter, the TOWN shall have the right at its option and without prejudice to its rights hereunder to terminate this Contract and withhold any payments due.

If the CONTRACTOR fails to perform this Contract in accordance with its terms or if the TOWN reasonably doubts that the CONTRACTOR's work is progressing in such a manner as to ensure compliance with the schedule of completion dates set forth in the Contract Specifications and any addendum thereto, the TOWN shall have the right, in addition to all other remedies it may have, upon seven (7) days written notice to the CONTRACTOR to declare this Contract in default and thereby terminated, and to award the Project or the remaining work thereof, to another contractor. If this termination clause is invoked, the CONTRACTOR's agents and employees shall, at the ASSESSOR'S direction vacate in an orderly fashion the office space provided by the TOWN, leaving behind all records, properly filed and indexed, as well as all other property of the TOWN and the CONTRACTOR shall cooperate with and render assistance to the TOWN and such third parties as the TOWN may identify, to assure the orderly transition of the Project to the TOWN or to

another contractor. Any funds held by the TOWN under this Contract shall become the property of the TOWN to the extent necessary to reimburse the TOWN for its costs in obtaining another contractor and supervising the transition. Termination of this Contract and retention of funds by the TOWN shall not preclude the TOWN from bringing an action against the CONTRACTOR for damages or exercising any other legal, equitable, or contractual rights the TOWN may possess in the event of the CONTRACTOR's failure to perform.

MISCELLANEOUS

Notices under this Contract shall be sent U.S. mail, first class postage prepaid, or by hand delivery, properly addressed to:

If to the TOWN:

Town of Colchester
127 Norwich Avenue
Colchester, Connecticut 06415
Attn: John Chaponis, Assessor

If to the CONTRACTOR:

Attn:

Any failure by the TOWN at any time, or from time to time, to enforce as required the strict keeping and performance of any of the terms or conditions of this Contract shall not constitute a waiver of such terms or conditions in any way, or the right of the TOWN at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions. This Contract shall be governed by, and construed in accordance with, the laws of the State of Connecticut without regard to conflicts of laws principles that would require the application of any other law.

The covenants and agreements contained in this Contract shall be binding upon the parties hereto and their respective successors, legal representatives, and permitted assigns.

There are no oral agreements between the TOWN and the CONTRACTOR affecting this Contract, and this Contract supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the TOWN and the CONTRACTOR with respect to the subject matter of this Contract including, without limitation, the CONTRACTOR's Bid Proposal. This contract may not be amended or altered in any way other than in writing signed by the TOWN and the Contractor.

In the event of any conflict between the terms and provisions of this Contract and those of the Invitation to Bid, the terms and provisions of this Contract shall control as to the respective rights, duties, obligations, and liabilities of the TOWN and the CONTRACTOR.

IN WITNESS HEREOF THE TOWN OF COLCHESTER, CONNECTICUT AND

have executed this Contract on the date first above-mentioned.

IN THE PRESENCE OF:

TOWN OF COLCHESTER,
CONNECTICUT

By:

Gregg Schuster
Its: First Selectman

(Signature)

Name

(Title)

APPENDIX A

CONTRACT SPECIFICATIONS

DEFINITIONS

ASSESSOR. The word “ASSESSOR” shall mean the duly appointed Certified Connecticut Municipal Assessor of the Town of Colchester, Connecticut.

CAMA. The abbreviation “CAMA” means a Computer-Assisted Mass Appraisal system.

CONTRACT SPECIFICATIONS. The terms “CONTRACT SPECIFICATIONS” or “SPECIFICATION” shall mean this APPENDIX A that has been attached to, and made part of, a certain CONTRACT between the TOWN and CONTRACTOR and any addenda thereto pertaining to the PROJECT.

PROJECT. The word “PROJECT” shall mean the complete revaluation and reappraisal of all taxable real property and all tax-exempt real property located within the corporate limits of the Town of Colchester, Connecticut.

CONTRACTOR. The word “CONTRACTOR” shall mean any person, firm, corporation, association, or other entity party as the CONTRACTOR to the CONTRACT between the TOWN and the CONTRACTOR with respect to the PROJECT.

TOWN. The word “TOWN” shall mean the Town of Colchester, Connecticut a municipal corporation.

SCOPE OF REAPPRAISAL AND REVALUATION

This project includes the complete reappraisal, and revaluation, of all real estate located within the corporate limits of the Town of Colchester, Connecticut.

The CONTRACTOR shall furnish all the software, hardware, databases, labor, materials, vehicles, supplies, equipment, and other resources and perform all work for the project in strict accordance with the Contract Specifications attached hereto and in accordance with the provisions of applicable law.

All services to be provided hereunder will be carried out and all forms, materials, and supplies utilized in this project shall conform to and be carried out in accordance with the requirements of the Secretary, Office of Policy and Management, the Connecticut General Statutes, and Regulations of Connecticut State Agencies pertaining hereto, and shall be subject to the direct supervision and approval of the ASSESSOR.

The real estate values to be determined shall be the full fair market value as defined in Section 12-63 of the Connecticut General Statutes, as amended, and shall be based upon recognized methods of appraisal and conform to Uniform Standards of Professional Appraisal Practices, as required by Connecticut General Statutes for the licensing and certification of all individuals involved in the appraisal of real estate.

The Revaluation Project will cover and include all real property located within the corporate limits of the TOWN.

EFFECTIVE DATE

The effective date of this revaluation PROJECT shall be for the October 1, 2011 Grand List and the pricing and valuation by the CONTRACTOR of all land, buildings, and property under this CONTRACT shall reflect the fair market value thereof as of October 1, 2011.

TOWN DATA

Current Basis of Assessment	70%
Taxable Grand List as of October 1, 2009	1,142,815,810
Date of Last Revaluation	October 1, 2006
Estimated 2000 Population	16,000
Area of the Town	49.8 square miles

APPROXIMATE NUMBER OF ACCOUNTS**October 1, 2006 Grand List*****TAXABLE REAL ESTATE***

DESCRIPTION	# OF ACCTS	Gross Assessment
RESIDENTIAL		
100 Residential	5,150	978,326,600
COMMERCIAL		
200 Commercial	208	92,098,600
INDUSTRIAL		
300 Industrial	21	9,610,200
PUBLIC UTILITY		
400 Public Utility	3	309,800
VACANT LAND		
500 Vacant Land	744	7,019,240
USE ASSESSMENT		
600 Use Assessment	226	1,895,460
TEN MILL FOREST		
700 Ten Mill Forest	1	9,310
APARTMENTS		
800 APARTMENTS	24	23,546,600
TOTAL	6,417	1,142,815,810
EXEMPTS		
	186	100,630,010

COLCHESTER CONTRACT SPECIFICATIONS

1. CONTRACTOR

The CONTRACTOR, must hold, from the time of submission of the proposal through the completion of all work hereinafter required, a valid Connecticut Revaluation Company Certification pursuant to Section 12-2c of the Connecticut General Statutes.

2. PERSONNEL

The CONTRACTOR shall, at all times, provide at its sole cost and expense adequate levels of experienced and qualified personnel in compliance with the requirements of the Equal Employment Opportunity provisions of Federal and State governments. The CONTRACTOR shall submit to the TOWN, written qualifications of all personnel proposed to be assigned to the Project. Staffing levels shall, at all times, be maintained at a level satisfactory to the ASSESSOR.

All personnel assigned to this project shall be subject to the approval of the ASSESSOR, **prior** to the commencement of the individual's duties in the TOWN and, for **any** reason, shall be promptly removed from this Project by the CONTRACTOR upon written notification of the ASSESSOR.

2.1 Minimal Qualifications

2.11 Project Manager or Supervisor

The administration of this Project shall be assigned by the CONTRACTOR to a project manager or supervisor, who shall be Certified by the State of Connecticut as a Revaluation Supervisor pursuant to Section 12-2c of the Connecticut General Statutes, as amended, all regulations promulgated there under, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and who shall have not less than seven (7) years of practical appraisal experience in the appraisal of commercial, industrial, apartment, and residential type properties. Two years of this experience must be in the mass appraisal field. The project manager or supervisor shall be subject to **prior** approval by the ASSESSOR.

2.12 Reviewers and Appraisers

Reviewers and appraisers shall be Certified under the Connecticut Revaluation Certification Program pursuant to Section 12-2c of the Connecticut General Statutes, as amended, all regulations promulgated thereunder, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall have not less than five (5) years of practical appraisal experience in the appraisal of the particular type of properties for which they are responsible. Two years of this experience must be in the mass appraisal field and shall have occurred within the past five years. All reviewers and appraisers shall be subject to the approval of the ASSESSOR **prior** to the commencement of their duties on this project.

2.13 Data Collectors

Data Collectors shall have a high school diploma or equivalency and at least three (3) years experience in real estate appraisal or municipal revaluation field. Any data collector who does not meet the above qualifications must work under the direct supervision of an appraiser or project supervisor and only after receiving the **prior** approval of the ASSESSOR.

The ASSESSOR shall be notified of each data collector's name, starting date, qualifications, field assignments and, **prior** to the commencement of the individual's duties on this Project, shall have the opportunity to interview the individual and approve such commencement.

2.14 Data Entry

Prior to being forwarded to the CONTRACTOR'S data entry personnel, all data collection field sheets/cards must be hand delivered to the ASSESSOR on a daily basis for internal review, quality control and verification of work performed/work billed. At the request of the ASSESSOR, the CONTRACTOR shall promptly correct any and all field cards determined by the ASSESSOR to be incomplete or inaccurate.

Data entry employees **must** record their initials or employee number on each property they input. If data entry was found to have been completed and no employee initials have been imputed, those properties must be reviewed and compared to the initial data collection field sheets. In the event that a particular data entry employee is responsible for multiple data entry errors, that employee shall be promptly removed from the Project at the ASSESSOR's request.

During the data entry process, a CD shall be burned by the CONTRACTOR every Friday and delivered and installed on the TOWN's CAMA system every Monday so that the ASSESSOR's office may verify the work performed/work billed, and conduct quality control measures.

2.15 General

The Project Manager, Reviewers, Supervisors, Appraisers, and Data Collectors shall be subject to the approval of the Assessor prior to the commencement, as well as the duration, of their duties. No CONTRACTOR personnel shall be considered to be, nor in any way may hold themselves out as, employees, agents, or representatives of the TOWN.

2.2 Identification

All field personnel shall have visible and clip-on identification cards, which shall include an up-to date photograph, supplied by the CONTRACTOR and acceptable to the TOWN. In addition, all field personnel shall carry a "letter of introduction" signed by the ASSESSOR and the TOWN'S First Selectman. All automobiles used by field personnel shall be clearly and appropriately marked, registered with the ASSESSOR who can inform the Colchester Police Department and Selectman's Office of the license number, make, model, year and color of **all** vehicles used on this PROJECT.

2.3 Conflict of Interest

No resident of the TOWN or TOWN employee shall be employed by the CONTRACTOR without the **prior** approval of the ASSESSOR.

3. **PROTECTION OF THE TOWN**

3.1 **Bonding**

The CONTRACTOR shall, to secure the faithful performance by the CONTRACTOR of the terms of this Contract, furnish to the TOWN, a Performance Surety Bond in the amount of this Contract, which bond shall be issued by an admitted bonding company licensed to do such business in the State of Connecticut with a minimum A.M. Best Company rating of "A+." Said bond shall be delivered to the TOWN prior to the commencement of any services hereunder and shall be in a form satisfactory to and approved by the TOWN's Chief Financial Officer or Attorney. Such bond shall include the appeal requirements of these specifications. It is understood and agreed that upon completion of approved delivery to the TOWN of the revaluation, the performance bond shall be reduced to 10% of the value of the Contract to cover the cost of defense of all revaluation assessment appeals. This reduced amount of bond shall become effective after the revaluation has been completed and has been accepted and approved by the ASSESSOR in writing and after the completion of the duties of the Board of Assessment Appeals related thereto. The reduced amount of such bond shall remain effective until a final resolution in the courts of any timely appeals taken from the actions of the Board of Assessment Appeals with respect to the list of October 1, 2011. The TOWN reserves the right to waive any insurance requirement in its discretion if it is in the best interest of the TOWN to do so.

3.2 **Insurance**

The CONTRACTOR shall, at its own expense, provide and keep in force throughout the term of this Contract:

3.21 **Workers' Compensation**

Workers' Compensation insurance in accordance with the Connecticut statutory requirements.

3.22 **Liability**

The CONTRACTOR shall carry comprehensive general, automobile, and umbrella liability and property damage insurance naming the TOWN as an additional insured on all policies with limits of \$1,500,000 for bodily injury and \$1,500,000 for property damage. A certificate evidencing such coverage shall be provided to the TOWN prior to the commencement of actual work, and shall be in a form satisfactory to and approved by the TOWN's CFO or attorneys.

3.22 **Errors and Omissions**

The CONTRACTOR shall, at its own expense, provide and keep in force, throughout the term of this Contract, Appraiser's Professional Liability Insurance providing "errors and omission" coverage for professional services rendered as an appraiser and must be maintained by the CONTRACTOR for a period of two (2) years from the completion of this Contract.

3.24 **Intellectual Property Infringement**

The CONTRACTOR shall, at its sole cost and expense, indemnify, defend, and hold harmless the TOWN from and against all liability and expenses, including reasonable attorney fees and costs, in any action or proceeding arising from a claim that any processes, deliverables, or software used by the TOWN or the CONTRACTOR, delivered to the TOWN, or otherwise arising out of the performance of the CONTRACTOR's obligations hereunder or the use thereof becomes the subject of a claim of infringement of any patent, copyright, trade secret, trademark, or other intellectual property rights of a third party. In the event of such an infringement claim, the CONTRACTOR shall, at its expense, either (i) procure for the TOWN the right (without conditions unacceptable to the TOWN) to continue using said process, deliverable or software: or (ii) replace the same with an equivalent non-infringing product, and extend this indemnity thereto.

3.3 Liquidated Damages

The CONTRACTOR acknowledges and agrees that time shall be of the essence of this Contract. Accordingly, should the CONTRACTOR neglect, fail or refuse to complete the services required to be performed by it hereunder (through the mailing of assessment change notice stage) on or before November 10, 2011, then, in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the TOWN shall have the right to deduct from and retain out such monies which may be then due, which may become due and payable to the CONTRACTOR hereunder, the sum of One Thousand Dollars (\$1,000.00) for each and every day that such performance is delayed in its completion beyond any such completion date, as liquidated damages and not a penalty.

4. CHANGES

Changes in these Contract Specifications will be permitted only upon written mutual agreement of the CONTRACTOR and the TOWN.

5. COMPLETION DATE AND TIME SCHEDULE

The revaluation work may be started at the convenience of the CONTRACTOR, upon the execution of the Contract, and must continue in a diligent manner so as to ensure completion within the schedule of completion dates as set forth below.

5.1 Completion Dates

The following phases of the revaluation **must be completed** in accordance with the following schedule:

Completed mailing mandatory data mailers by January 3, 2011 (Contractor to pay postage)

Complete residential data collection by May 15, 2011.

Complete commercial, industrial, public utility, & exempt data collection by May 30, 2011

Complete land study and set values by August 25, 2011.

Complete building cost manual by September 15, 2011.

Complete study of market rents, expenses, & capitalization factors by September 15, 2011.

Deliver completed CAMA database, video images and professional camera for maintenance of future images. Deliver Real Estate Property cards with sketches, measurements, listings, pricing, and suggested values to the Assessor by October 15, 2011.

Assessor completes review and final adjustments made for real property no later than November 10, 2011.

Assessment notices mailed to comply with requirements of Connecticut State Statutes by November 10, 2011. (Contractor to pay postage)

Informal hearings will begin no later than November 21, 2011 and be completed by December 15, 2011.

Notices of results finalized after the informal hearings are to be mailed out, TOWN'S computer file updated and final property record cards printed and delivered to the TOWN in **Street Name Order** no later than December 22, 2011.

The CONTRACTOR and the TOWN acknowledge and agree that time shall be of the essence of these Contract Specifications.

5.2 Assessment Date

The completed appraisals, upon approval of the ASSESSOR will serve as the basis for assessments effective on the Grand List of October 1, 2011. Notwithstanding dates mentioned in Section 5.1, all information on property record cards, and computer database shall reflect actual information as of October 1, 2011.

6. PAYMENT SCHEDULE

6.1 Periodic Payments

Payments shall be made in the following manner:

Thirty (30) days after the execution date of this Contract, and at the end of each thirty (30) day period thereafter for the term of this Contract, the CONTRACTOR will certify in writing to the ASSESSOR the percentage of the total work completed under the Contract which the CONTRACTOR has performed during the said thirty (30) day period. Such notification will itemize, and accurately indicate the extent and nature of work performed by volume, street, and category or in any manner as required by the ASSESSOR. The itemization shall be categorized by each of the "Stages of Completion" listed on the Payment Schedule listed on page 9.

The TOWN, upon determination by the ASSESSOR that the certification of the CONTRACTOR concerning work during said period is accurate, will pay to the CONTRACTOR a percentage of the total compensation under the Contract equal to the percentage of the work certified as having been completed during said period, less ten (10) percent which is to be retained by the TOWN for payment to the CONTRACTOR at such

time as it has performed fully and satisfactorily all its obligations, hereunder. The retained ten (10) percent of the contract price is to be paid upon the completion of all the duties of the Board of Assessment Appeals with respect to the October 1, 2011 Grand List. No interest shall accrue or be payable upon such retain age.

6.2 Payment Schedule For Percentage of Completed Work

Stages of Completion - Percentage of Total Project Cost

a.	Bonding, Office Set-up and Project Start-Up	_____ %
b.	Mandatory Data Mailers Sent & Hardware provided	_____ %
c.	Non-Residential Data Collection	_____ %
d.	Sales Verification	_____ %
e.	Data Entry into new CAMA software	_____ %
f.	Valuation analysis & Sales/Income Review	_____ %
g.	Field Review	_____ %
h.	Final Values assigned; Assessment Notices mailed	_____ %
i.	Informal Hearings completed & final adjustments mailed	_____ %
j.	Final Performance Testing Standards submitted to State	_____ %
k.	Full Narrative Appraisal & Field Cards Delivered	_____ %
l.	Board of Assessment Appeals completion of duties	_____ %
m.	Litigation	_____ %
TOTAL		_____ %

This Contract makes provision for a reduction in the amount of the performance bond to 10% of the contract price so as to ensure the payment of the cost of defense of any appeals resulting from the revaluation work.

7. **RESPONSIBILITIES OF THE CONTRACTOR**

7.1 Good Faith

The CONTRACTOR shall in good faith use its best efforts to assist the ASSESSOR in determining accurate and proper market valuations, and shall not undervalue or overvalue any land, building or other property.

7.2 Public Relations

The TOWN and the CONTRACTOR recognize that a good public relations program is essential in order that the public of the TOWN may be informed as to the purpose, benefits and procedures of the revaluation program.

The CONTRACTOR shall provide reasonable assistance to the ASSESSOR in conducting a program of public information through the press and other media, such as meeting with citizens, service clubs, and property owner groups as a means of establishing understanding and support for the revaluation program and sound assessment administration. The CONTRACTOR shall supply proposed press releases, personnel for attendance at such meetings, visual aids and other media at its disposal to this end. All public releases shall be

approved in writing by the ASSESSOR **prior** to release. The CONTRACTOR is responsible for providing its own telephone service including installation at its sole cost and expense.

7.3 Code of Conduct for CONTRACTOR's Employees

As a condition of this Contract, the CONTRACTOR's employees shall at all times treat the residents, employees, and taxpayers of the TOWN with respect, dignity, and courtesy; and the CONTRACTOR shall take appropriate and meaningful disciplinary measures against those of its employees who violate the terms of this provision. The CONTRACTOR will immediately remove any employee if the TOWN, or the ASSESSOR, believe the employee violated this code conduct in a manner which warrants their removal. Upon being notified of such in writing, the CONTRACTOR will remove the employee immediately.

7.4 Records

7.41 General Provisions

The CONTRACTOR shall provide all property record cards, computer supplies, other supplies, equipment, forms, literature, and papers to be used in this project at no additional cost to the TOWN. ALL forms, letters, data mailers, door hangers, etc. shall be subject to **prior** approval by the ASSESSOR as to format, design, content, shape, size, color, quality, quantity and shall be further subject to the approval of the Secretary of the Office of Policy and Management as may be required by Connecticut General Statutes or regulations promulgated there under. At the completion of the Project, the CONTRACTOR shall provide the TOWN with a reasonable additional supply of the necessary forms used to support the CONTRACTOR's computer assisted mass appraisal program.

7.6 Assessment Administration Module

Before commencement of sales data collection, each parcel on the legal file/administrative file must be located and matched with the tax maps. A list of all discrepancies between the legal file/administrative file and the tax maps shall be submitted to the ASSESSOR together with recommendations for correcting such discrepancies. The CONTRACTOR must promptly implement the recommendations approved by the ASSESSOR.

The assessment administration module must have the ability to interface with the QDS Assessor Administration tax collection modules. The CONTRACTOR is responsible for matching all parcels and accounts in the appraisal file with the administrative file. The CONTRACTOR shall be responsible for entering an account number or other acceptable means of parcel identification on the CAMA System from which the ability to transfer values from one system to other arises. Prior to September 1, 2011, a list of all discrepancies between the appraisal and administrative system shall be submitted to the ASSESSOR with recommendations for correcting such discrepancies. The CONTRACTOR shall be responsible for all costs of bridging the CAMA System to the Administrative/tax billing system.

7.7 Valuation Module

The valuation module shall provide for the determination of the value of all real property based on accepted appraisal methodology, using a table- or formula-driven system. At a minimum, the valuation module shall have the ability to perform the tasks described below and conform to all requirements and recommendations of the Office of Policy & Management. The CAMA System must meet the requirements as provided for in Section 12-62f-1 to 12-62f-6 of the Regulations of Connecticut State Agencies, as amended.

With respect to land, the valuation module shall have the capacity to compute value based upon one or more of the following: Square feet; acreage; standard lot size; frontage/depth; and or unit. In addition, said module shall allow for the editing of land values based upon market-derived adjustment factors, using at least two of the following: unit value; fractional acreage; and front foot adjusted for depth.

With respect to residential property, the valuation module shall have the capacity to: Compute replacement cost new, less depreciation; provide user-modifiable tables or formulas for various types of buildings; provide user-modifiable depreciation tables for age and condition variables; compute the value of each yard improvement (e.g., swimming pools, tennis court, detached garage, and shed); allow for the acceptance, rejection or adjustment of table- or formula-derived values; allow for on-line sketch input; provide for the automatic computation of total square footage; provide for the automatic computation of gross living area; and provide for the computation of other area measurements as defined by the user. In addition, the valuation module shall have the capacity to allow user modifiable selection criteria to identify up to three properties that are most comparable to the property for which a value is being determined.

With respect to apartment, commercial and industrial properties, the valuation module shall have the capacity to: Compute replacement cost new, less depreciation; compute the value of each yard improvement (e.g., paving, and fencing); allow for the acceptance, rejection or adjustment of table- or formula- derived values; and provide for the automatic computation of total square footage. In addition, said module shall have the capacity to compute the value of property using the income approach, by use of the direct capitalization method. The CONTRACTOR will use whichever approach to value the ASSESSOR believes has the greatest degree of accuracy.

The valuation module shall also have the capacity to: Print a property record card with the appropriate fields listed in the data management module; allow flexibility of design of the data printed on a property record card, based on the discretion of the ASSESSOR; provide for the random printing of cards; provide for the printing of sketches showing dimensions; ensure the closure of such sketches; and provide for the creation of multi-page property record cards for a parcel.

The valuation module shall include a general report writer capable of printing to screen and hard copy, and/or providing the data listed in the data management module to a magnetic diskette. In addition, such application shall have the capacity to produce reports for statistical and comparable sales analysis based upon pre-defined and user-defined criteria.

Output to standard analytical software programs the following measurements and sales/assessment ratios by property type and neighborhood: Sales prices; assessments; the mean sales/assessment ratio; the median sales/assessment ratio; the coefficient of dispersion; the standard deviation; the

coefficient of variation; and the price-related differential.

8. **HARDWARE SUPPLIED BY THE CONTRACTOR**

The CONTRACTOR shall furnish the TOWN with a laptop PC with all software/databases (appropriate licensing) that supports the CONTRACTOR's CAMA System. This computer will be used by TOWN during the duration of the revaluation PROJECT. It shall consist of a Fujitsu Lifebook T900 PC i5-520 2.4 GHz, 3MB L3 cache, 4GB DDR3 1066 MHz RAM, Dual Digitizer, Modular Bay Battery, Modular HD Kit, 3 yr warranty and cables required for uploading field work to the TOWN's network. The camera shall be a Nikon D90 Digital SLR Camera and shall include a Nikon 18X105 MM F/3.5-5.6G ED VR Lens, a 32 GB SDHC memory card, a EN-EL3E Lithium Battery and any hardware required for uploading pictures to the TOWN's CAMA system.

9. **RECORDS ARE TOWN PROPERTY**

The original or a copy of all records and computations, including machine readable data bases, produced by the CONTRACTOR in connection with any appraisal or property in the TOWN shall, at all times, be the sole and exclusive property of the TOWN and, upon completion of the project or termination of this Contract by the TOWN, shall be left by the CONTRACTOR in good condition and in street order in the custody of the ASSESSOR. Such records and computations shall include but not be limited to: 1) Assessors Maps; 2) Land Value Maps; 3) Materials and Wages, Cost Investigations and Schedules; 4) Returned Data Mailers, 5) Data Collection Forms, Listing Cards, Property Record Cards with property valuations and sketches; 6) Capitalization rate data; 7) Sales Data; 8) Depreciation tables; 9) Computations of land and/or building values; 10) All letters of memoranda to individuals or groups explaining methods used in appraisals; 11) Operating statements of income properties; 12) Duplicate notice of valuation changes; and 13) Database of all property records, CAMA system, and integration with administrative system.

10. **ASSESSOR'S RECORDS**

The CONTRACTOR shall use a system approved by the ASSESSOR for the accurate accounting of all records and maps that may be taken from the ASSESSOR'S office in conjunction with this project. All such records and maps shall be returned immediately following their use. None of the ASSESSOR'S records shall be taken outside of the corporate limits of the TOWN without **prior** written permission of the ASSESSOR.

The ASSESSOR will permit the CONTRACTOR to copy all building sketches from existing field cards, together with the outside dimensions of all auxiliary buildings such as garages, barns, sheds, and swimming pools which are presently, outlined on existing ASSESSORS field cards.

11. **PROPERTY RECORD CARDS (Street Cards)**

The CONTRACTOR shall complete Property Record Cards, commonly referred to as "Street Cards", for each parcel of real property located within the corporate limits of the TOWN, and filed in alphabetical street order. These cards shall contain all manner of information affecting value, including but not limited to, information as to location of property, classification as to usage, owner of record, source of title, size, shape and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with the unit of value applicable to each, public utilities available, underground oil tanks, public improvements and zoning regulations in effect as of

the assessment date. All physical improvements shall be listed giving of all interior and exterior construction details. Quality of construction, age, condition, replacement values, and percent of physical, functional and economic depreciation, depreciated values, fair market value and assessment value will be shown. A computer-generated sketch of all buildings, with the appropriate scale of such sketch, shall also be shown on these cards. The visit history must be used for dates of inspections and to indicate if the data mailer was returned with or without changes. Changes must be referenced in the "Notes" section on the card.

12. **ASSESSMENT NOTICES**

At the close of the revaluation, and not later than November 10, 2011, a notice shall be sent, at the CONTRACTOR's sole expense by first class mail, to each property owner of record, setting forth the valuation that has been placed upon the property identified in the notice, prepared in duplicate and in conformity with the Connecticut General Statutes, as amended, and regulations promulgated there under. The CONTRACTOR will provide the needed information for the notice. Also enclosed with such notice shall be information specifying the dates, times and places of, or process for setting appointments, for the informal public hearings to be conducted by the CONTRACTOR. Such notices shall be subject to approval by the ASSESSOR and the CONTRACTOR must provide the assessor with duplicate copies of the notices in map and lot order.

13. **INFORMAL PUBLIC HEARINGS**

Following a complete review by the ASSESSOR of all CONTRACTOR work performed, a time mutually agreeable to the ASSESSOR and the CONTRACTOR, but not later than December 3, 2011, the CONTRACTOR shall begin holding public hearings so that owners of property or their legal representatives may appear at specified times to discuss the valuations of their property with qualified members of the CONTRACTOR's staff, familiar with the COLCHESTER revaluation. The CONTRACTOR'S personnel shall explain the manner and methods of arriving at value and assist the taxpayer in understanding the process and valuation.

The CONTRACTOR, under the direction of the ASSESSOR, shall schedule a sufficient number of hearings and provide sufficient personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer or their legal representative shall be given consideration, and adjustments shall be made where warranted. Any adjustments made by the CONTRACTOR must be approved by the ASSESSOR before mailing out final change notices.

The CONTRACTOR shall keep a record, on a form approved by the ASSESSOR, of all those owners that requested a hearing and the result of that hearing. The originals, or a copy of those, records shall be provided to the ASSESSOR organized in street order.

The CONTRACTOR shall be solely responsible for sending notice, by First Class mail at the CONTRACTOR's sole expense, to each taxpayer or his or her legal representative who appears at these hearings seeking a review of valuation. Such notice shall include the original valuation determined by the CONTRACTOR and any adjusted valuation as deemed appropriate based on any information received at such hearing, or a statement that no change is warranted. Such notice shall be subject to **prior** approval by the ASSESSOR.

14. **BOARD OF ASSESSMENT APPEALS**

The CONTRACTOR shall have a qualified member or members of its staff whom have been **prior** approved by the ASSESSOR available for attendance at any or all deliberations of the Board of Assessment Appeals held after the completion of the revaluation to assist in the settlement of complaints and to explain the valuations made.

15. **LITIGATION**

In the event of appeal to the courts, the CONTRACTOR, at its sole cost and expense, shall furnish a competent witness or witnesses, whom have received **prior** approval by the ASSESSOR, to defend the valuation of the properties appraised. It is understood that the CONTRACTOR shall furnish said witness or witnesses on any court action instituted on the October 1, 2011 Grand List assessments. The CONTRACTOR shall not be held responsible for any assessment changed from the original valuation figure by parties other than the CONTRACTOR.

16. **INFORMATION**

16.1 **Information to TOWN**

The CONTRACTOR shall provide to the ASSESSOR any and all information requested pertaining to the PROJECT for a period of one year after completion of the duties of the Board of Assessment Appeals on the October 1, 2011 Grand List, in a reasonable timeframe and without any additional cost to the TOWN.

16.2 **Work Schedule**

Throughout the appraisal process, the CONTRACTOR shall promptly satisfy all requests made by the TOWN for information as to the CONTRACTOR'S planned work schedule for the project, personnel employed on the PROJECT, appraisal methods and procedures utilized, and the status of the work. Written weekly status reports shall be filed by the CONTRACTOR with the ASSESSOR throughout the duration of the project.

16.3 **Telephone**

The CONTRACTOR shall maintain at least one telephone line at its Colchester office for the duration of the Contract.

17. **BUILDING COST SCHEDULES**

17.1 **General**

The CONTRACTOR shall prepare for usage in the program as hereinafter specified, building cost schedules. These schedules will reflect the unit-in-place method based upon the square foot or cubic foot area of building as applicable. These schedules shall be used in computing the replacement cost in the TOWN for all residential, commercial, industrial, public utility, and agricultural construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead, profit, engineer and architect fees and all other direct and indirect costs of construction as well as the market. Before final acceptance, they shall be proven by testing against known sales. The ASSESSOR shall be involved and consulted during the process and no adjustments may be made to the sale property street cards during the process. All adjustments must be made to the valuation tables. All finalized schedules

shall be approved by the ASSESSOR before adoption and usage by the CONTRACTOR.

17.2 Types of Cost Schedules

17.21 Residential

Residential cost schedules shall include schedules for various classifications, types, models, and story heights on a per square foot basis, normally associated with residential buildings. The schedule shall be flexible with special sections reflecting the various additions and deductions for construction components from the base specifications, along with prices for different types of heating systems, bathrooms, porches, breezeways, attached, detached, and basement garages, and schedules for other building improvements usually found on residential property including but not limited to in ground swimming pools, barns, sheds, tennis courts, gazebos, and hot tubs. Some items will require multiple cost schedules i.e. basement, walk out basement, partial walk out basement or pressure treated wood deck, composite wood deck, hardwood deck.

17.22 Commercial

Regardless of if the income approach is utilized, commercial building cost schedules shall be prepared in unit costs of materials in place and charted on a per square foot basis, and shall be prepared for various story heights and contain all the additions and deductions for construction components from base specifications.

17.23 Industrial and Special Structures

Regardless of if the income approach is utilized, cost schedules for industrial and special purpose structures shall be prepared in unit costs of material in place and charted on a per square foot basis, and shall contain all the additions and deductions for construction components from base specifications.

17.24 Farm

Cost schedules for farm structures shall be prepared for square foot and cubic foot costs for various types of farm buildings including but not limited to: barns, sheds, and coops. Because farm buildings vary greatly in quality and condition, all of these items will require multiple cost schedules based on quality and construction, story height, number of floors, floor/wall construction, of barns, sheds, farm garages, etc.

17.3 Depreciation Schedules

Depreciation schedules or methods to be used in determining the amount of depreciation, shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover residential, commercial, industrial, farm and special use buildings and shall be approved by the ASSESSOR.

17.4 Schedules for TOWN

The CONTRACTOR shall supply and furnish to the TOWN, not less than three (3) copies of all of the above required building cost schedules and depreciation schedules for the TOWN's usage, one copy of which shall be turned over to the ASSESSOR upon approval

of the schedules.

18. **APPRAISAL SPECIFICATIONS**

18.1 **APPRAISAL OF LAND**

The CONTRACTOR shall appraise all land, taxable and exempt, located within the corporate limits of the TOWN: including, without limitation, residential, commercial, industrial, agricultural, forest, open-space, special use, and public utility, both vacant and improved.

18.11 **Land Inspection**

The CONTRACTOR shall make a physical inspection of each plot or lot and note topographical irregularities, such as high banks and steep slopes or anything else, which may detract or add to the usefulness or valuation of the land.

18.12 **Land Value Study**

Land shall be valued on the basis of an analysis of all sales data occurring during the three-year period prior to October 1, 2011 (or such other reasonable period as deemed necessary by the ASSESSOR). The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the ASSESSOR. The CONTRACTOR shall make a careful investigation of this data and shall consult owners, Realtors, banks and other sources for information relative to sales of properties within the TOWN and contiguous towns. All factors affecting the final values of land shall be considered, such as location, zoning, utilities, size, vacancy, form of ownership, non-conforming uses, and zoning variances.

18.13 **Land Value Unit**

The CONTRACTOR shall prepare land unit values by acreage or fractional acreage, whichever in the judgment of the CONTRACTOR and ASSESSOR most accurately reflects the market for the appraised land.

18.14 **Land Value Map**

The CONTRACTOR shall delineate the land value units on all streets and acreage in the TOWN on a suitable map to be provided by the TOWN. The land value map shall be returned to the TOWN prior to the completion of the PROJECT.

18.15 **Neighborhood Delineation**

After consideration of the environmental, economic and social characteristics of the TOWN, the CONTRACTOR shall, with the cooperation and approval of the ASSESSOR, delineate "neighborhood" units within the TOWN. Each neighborhood unit will, in the CONTRACTOR's opinion, exhibit homogeneous characteristics. Each neighborhood unit will be assigned a separate identification code that will be used for valuation. These neighborhood codes shall be recorded and maintained on all property record cards and the

computer database.

19. **APPRAISAL OF RESIDENTIAL BUILDINGS AND STRUCTURES**

The CONTRACTOR shall make a listing of physical construction details of all residential buildings and structures and all structural improvements appurtenant to residential property in the TOWN, on proper forms as previously covered in these specifications.

Both the CONTRACTOR and TOWN understand that the TOWN has already begun completing interior inspections solely for the purpose of the 2011 revaluation.

19.1 **Mandatory Data Mailers:**

The CONTRACTOR will obtain a list of all residential properties that have not had interior inspections completed by TOWN employees as of December 15, 2010 and, for any property that was not interior inspected, shall mail a Mandatory Data Mailer “questionnaire” [as referenced in C.G.S. Sec. 12-62b(4)]. Such Data Mailer will question the property owners on the accuracy of the data on the ASSESSOR’s field card. Property owners will be required to answer the questionnaire and send it back to the CONTRACTOR within seven (7) days. Pursuant to C.G.S., failure to respond to the mandatory data mailer will trigger an automatic Interior Inspection.

The Mandatory Data Mailers will be sent via first class mail and include a self addressed first class return stamped envelope. All of the costs associated with the Mandatory Data Mailers, including construction, printing, outgoing and return postage, receiving, organizing, correlating, and data entry in the TOWN’s CAMA system.

Data entry shall be made into the visit history indicating if the Data Mailer was returned and if any changes were made. Changes should have specific notes in the “Notes” section on the field card explaining what was changed. Data Mailers with serious discrepancies as directed by the ASSESSOR shall be filed separately and require further investigation and an interior inspection.

The Data Mailers must be approved by the ASSESSOR **prior** to being printed and at the conclusion of the project, the CONTRACTOR must deliver the original Data Mailer received in street order to the ASSESSOR.

Pursuant to State Statute, both property owners who fail to reply to the Data Mailers and owners whose responses were not satisfactory to waive an interior inspection will be compiled into a list by the CONTRACTOR and will require interior inspections. This list will be titled “residential requiring full interior inspections” and will be provided to the ASSESSOR no later than March 1, 2011.

Both the CONTRACTOR and TOWN understand that the TOWN will make every effort to inspect as many of these properties as possible given the time constraints and schedule to adhere to. Both also understand it is impossible to predict the number of properties that will require an interior inspection. Recognizing these factors, the CONTRACTOR will include with their bid a price per parcel, or per inspection, for full interior inspections (as defined in Section 19.1) to be completed by the CONTRACTOR in the event the town cannot complete all interior inspections in house, they will assign a portion of these inspections to the CONTRACTOR. The TOWN must furnish the residential properties requiring full interior inspections to be conducted by CONTRACTOR

employees to the CONTRACTOR not later than March 15, 2011.

19.1 Interior Inspections

Once the CONTRACTOR has received the list of “residentials requiring full interior inspections” as outlined in Sec. 19.1, the CONTRACTOR shall guarantee to make a careful inspection of the complete interior of at least 95% of all residential structures on said list. Owners who refuse the CONTRACTOR permission to complete an interior inspection are excluded from the 95% requirement.

For each property above the allowable 5%, which is not properly inspected, the ASSESSOR may assess a penalty of twenty-five dollars (\$25.00) to be deducted from the Contract price.

The data collector shall have each interior inspection dated and verified by having an adult owner or resident of each building or dwelling unit sign the data collection form.

When entrance to a building for an inspection is refused, the data collector shall make note of the fact and within two (2) working days, notify the ASSESSOR of the fact in writing, giving the facts as to the time of the visit and if possible, the name of the party refusing entrance and other pertinent information. The ASSESSOR shall review the situation, and if he/she shall be unable to gain the cooperation of the party involved, he/she shall so notify the CONTRACTOR, and they shall proceed to estimate the value of the building on the basis of facts ascertainable without entry and make adequate notations of the lack of cooperation, and the manner of arriving at value, conspicuously on the property record card.

The data collection form shall indicate the initials of the data collector and the date(s) of the inspection(s) and attempts, if multiple.

All inspections shall be conducted in a courteous, dignified, respectful and careful manner so as to minimize any disturbance to the use and occupancy of such structures. All conduct while completing inspection shall be in accordance with Sec. 7.3.

In the event that a child answers the door the data collectors must immediately request an adult come to the door. No data collectors are permitted to enter any homes unless an adult property owner has given permission. Data Collectors can leave their number with the youth to pass to their parents. Such action shall be noted in the visit history.

In the event no one is home, Data Collectors shall leave a door hanger indicating that the revaluation company has attempted an inspection. Door Hangers must receive prior approval as to form and content prior to being printed or used. Such action shall be noted in the visit history.

19.2 Call Backs

Where contact with a property owner is not established, the CONTRACTOR shall make two (2) call back attempts, of which at least one must be on a weekday after 5:00 PM or on a Saturday. The time and date at which the call back was made shall be duly noted on the data collection form by the data collector making such a call back. Call backs are NOT permitted to be on the same day as the original attempt to inspect.

If after two (2) call backs, contact was not established with a property owner, a notification letter approved by the ASSESSOR, shall be mailed by the CONTRACTOR, informing the property owner of the revaluation process and the fact that the representatives of the CONTRACTOR were not able to make contact, and requesting that within a prescribed time limit the property owner contact the CONTRACTOR, by telephone or mail, for alternative arrangements for the inspection of the property.

19.3 Exterior Inspection

In regards to the list of “residential requiring full interior inspections” as outlined in Sec. 19.1, the perimeter of all improvements shall be accurately measured and rounded to the nearest foot.

An outline sketch, not necessarily to scale but must be neat and legible, shall be made on site and every property must be digitally photographed, with such photographs to be attached to CAMA system and field card. Existing photos shall not be deleted and the new photos shall be made the “primary” photo.

Physical data of the parcel shall be recorded on the data collection form at the site.

The CONTRACTOR shall update all physical data, including attaching the outline sketch and digital photograph, on the CONTRACTOR’s CAMA System within ten (10) days following data collection. The PROJECT CAMA system shall be copied weekly and installed on the TOWN’s computer system in order to provide adequate opportunity to complete and conduct quality control measures and review. This is essential so that in the event there are any quality control issues, they must be identified at the beginning of the project.

19.4 Review

All sale properties shall be reviewed in the field by the CONTRACTOR’s personnel qualified as a reviewer and after receiving prior approval by the ASSESSOR. The sales shall be reviewed for accuracy of data collection, data entry, quality of digital imaging, classification, use, grade, condition, etc.

All non-sale properties shall be reviewed in the field by the CONTRACTOR’s personnel qualified as a reviewer and after receiving prior approval by the ASSESSOR. These properties shall be reviewed for accuracy of data collection, data entry, classification, use, grade, condition, final value, and to assure that their final value is correlated to comparable properties and sale properties. The ASSESSOR shall be notified of the dates of any and all reviewing and is entitled and intends to accompany the reviewer during this entire phase of the revaluation project.

19.5 Pricing and Valuations

Pricing and valuations of all land and buildings must reflect the fair market value as of October 1, 2011, and shall be done from and in accordance with the manuals and schedules having received prior approval by the ASSESSOR.

The final valuation shall be the fair market value of the structures plus the fair market value of the land. In arriving at the fair market value of the structures, replacement cost less depreciation from all causes may be considered along with other factors affecting the value of the property, all of which shall be noted on the property record card.

20. **APPRAISAL OF COMMERCIAL, INDUSTRIAL, PUBLIC UTILITY AND SPECIAL PURPOSE PROPERTIES**

20.1 **General**

ALL commercial, industrial, public utility and special purpose buildings shall be inspected by the CONTRACTOR. The TOWN is not inspecting any of these properties and the CONTRACTOR is solely responsible for interior inspection.

Note: Any/all costs associated with interior inspections of ALL commercial, industrial, public utility, exempt and special purpose buildings shall be included in the original bid. These inspections will NOT be included on the list of “residential properties requiring full interior inspections” that the town will deliver by March 15, 2011 in which the CONTRACTOR will be paid separately.

All properties must be classified, priced and reviewed in the same manner as residential properties as set forth previously in these specifications, except that the dimensions of all buildings shall also include the height, which shall be recorded on the property record card.

20.2 **Description**

All buildings shall be identified and described as to component parts of construction, size, area, usage, and present occupant(s) on the proper forms, as previously prescribed in these specifications.

Existing sketches from the current commercial and industrial CAMA system and record cards in the Assessor’s office will be made available to the CONTRACTOR for verification.

In reference to commercial and industrial improvements ONLY, it will not be necessary to prepare a sketch if the current sketch is accurate. In the event that the current sketch is inaccurate, the data collector must prepare a new outline sketch.

20.3 **Income Approach**

Income and expense data gathered by the TOWN shall be utilized by the CONTRACTOR for income producing and, where appropriate, owner-occupied properties. Any income and expense data, including OPM form number M-58 with accompanying summary reports and rent schedules shall become property of the TOWN. All information filed and furnished with the M-58 report shall not be a public record and is not subject to the provisions of Connecticut General Statutes Section 1-19, as amended, (Freedom of Information). The CONTRACTOR shall maintain all such M-58 reports in strict confidence. From these returns and other data sources, such as field investigations and interviews, experience working in similar/neighboring municipalities, the CONTRACTOR will establish market or economic rent and expenses for income producing properties. The CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Rates shall be established for the various classes of property and checked by bankers, investors, and appraisers to ensure their accuracy. When the rates and methods have been approved by the ASSESSOR, the CONTRACTOR shall perform the income approach using both actual and economic income and expense data.

20.4 **Yard and/or Site Improvements**

All yard/site improvements shall be listed and valued separately.

20.5 Review

A final review and inspection shall be made in the same manner and for the same purposes as prescribed for residential properties. The reviewer, after having received prior approval of the ASSESSOR, shall be completely trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building; the final value of which he or she is responsible. The ASSESSOR shall be notified of the dates of any and all reviewing and is entitled and fully intends to accompany the reviewer during this entire phase of the revaluation.

20.6 Full Narrative Appraisal

The CONTRACTOR shall deliver a fully completed narrative appraisal no later than October 10, 2011 on the following property:

75 Mill Street Acct # S0558700 Vision PID 4301 Map 22 Lot 41

21. **CONTROL AND QUALITY CHECKS**

21.1 Field Checks

The ASSESSOR shall spot check in the field, properties picked at random by him/her, with or without the appropriate CONTRACTOR's supervisor.

21.2 Building Permits

The ASSESSOR shall screen and make available on a timely basis to the CONTRACTOR, copies of all building permits issued during the course of the revaluation however, the CONTRACTOR is NOT required to inspect these properties or collect any of this data. The TOWN will be solely responsible for completing all of the properties in which building permits have been issued.

21.3 Incomplete Construction

The CONTRACTOR shall provide the ASSESSOR, with a report of all property record cards that have incomplete improvements on the October 1, 2011 Grand List. The property record card shall show the percentage of completion and reflect the percentage of completion in the valuation as of that date. This report must be submitted no later than November 1, 2011. All properties under construction must have been inspected between September 15 and October 15 to determine the property percentage complete.

21.4 Sales Analyses

Sales analyses of properties shall be performed as means of substantiating the values derived. These analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. The sales analyses shall include, at a minimum, sales ratios and coefficients of variance and dispersion. Any additional requests for sales analyses by the ASSESSOR shall also be performed.

22. PERFORMANCE BASED TESTING STANDARDS

The CONTRACTOR agrees to take all the necessary steps to ensure that the complete reappraisal and revaluation of all taxable and non-taxable real property located within the corporate limits of the TOWN meets or exceeds all requirements for certification, required at the completion as of October 1, 2011 revaluation, as set forth in the Performance Testing Standards, set forth by the Office of Police and Management. The CONTRACTOR agrees to provide preliminary and final Performance Testing Standard reports as requested by the ASSESSOR and a final report to be submitted to the state as required for OPM certification.

23. RESPONSIBILITIES OF THE TOWN

23.1 NATURE OF SERVICE

It is clearly understood and agreed that the services rendered by the CONTRACTOR hereunder are subject to the review and approval of the ASSESSOR and all decisions as to proper valuations shall rest with the ASSESSOR.

23.2 COOPERATION

The ASSESSOR, TOWN, and its employees will cooperate with and render all reasonable assistance to the CONTRACTOR and its employees.

23.3 FURNISHED BY THE TOWN

The TOWN shall furnish the following to the CONTRACTOR:

23.31 Maps

The TOWN shall furnish two (2) sets of the most up to date TOWN Tax Maps that are currently available showing streets, and property lines and boundaries.

23.32 Land Dimensions

The TOWN will make available lot sizes and total acreage to the CONTRACTOR of all pieces of property where the map or present records fail to disclose measurement or acreage.

23.33 Zoning

The TOWN will provide current TOWN zoning regulations and zoning maps.

23.34 Existing Property Record Cards

The TOWN will make available the current property record cards for all classes of property with the understanding that they are only for use by the CONTRACTOR.

23.35 Property Transfers

The TOWN shall notify the CONTRACTOR, on a regular basis, of property splits and transfers occurring after the initial creation of the revaluation database by the CONTRACTOR. The CONTRACTOR shall update the revaluation database as necessary.

23.36 Building Permits

The TOWN shall make available copies of all building permits issued during the course of the revaluation project up to September 30, 2011.

23.37 Income and Expense Forms

The TOWN shall make available all copies of the Income and Expense information (Form M-58) received by the TOWN for the 2005, 2006, and 2007 filing periods. All information filed and furnished with the M-58 report shall not be a public record and shall not be subject to the provisions of Section 1-19 (Freedom of Information) of the Connecticut General Statutes. The CONTRACTOR shall maintain all such M-58 reports in strict confidence.

23.38 Signing of Communications

The TOWN shall sign, by the ASSESSOR, all communications to be mailed at the CONTRACTOR's expense, for the purpose of contacting a property owner for inspection of the property.

23.39 Mailing Address

The TOWN shall make available through the ASSESSOR'S or Tax Collector's Office the current mailing address and other relative data that exists on the administrative program for all property owners.

23.40 Office Space

The TOWN will provide designated office space at the Colchester Town Hall, 127 Norwich Avenue, Colchester, Connecticut for use by the CONTRACTOR during the TOWN'S ordinary business hours. There will also be space at the same location for meetings and conducting the informal hearings. These accommodations will be provided at no charge to the CONTRACTOR throughout the duration of the PROJECT. The CONTRACTOR is responsible for telephone service, including installation, at its sole cost and expense. The CONTRACTOR acknowledges that it has inspected such office space and that such office space is acceptable to the CONTRACTOR in its present, "AS-IS" condition. All use of such facilities shall be at the CONTRACTOR's sole risk. In no event shall the CONTRACTOR or any one acting by, through, or under authority of the CONTRACTOR be entitled to use or occupy in any way any other facilities or portions thereof except at such times and to provide such services as are specified under this Contract, unless the TOWN has provided its prior written consent. The CONTRACTOR covenants, and agrees with the TOWN that the provision of services hereunder by the CONTRACTOR or the CONTRACTOR's use of the TOWN's facilities shall not interfere with the ordinary operation of the TOWN's business or with the TOWN's ordinary use of its facilities.

On the last day of the term of this Contract or upon any earlier termination of this

Contract, the CONTRACTOR shall, at its sole cost and expense, quit and surrender the Premises to the TOWN broom clean, in good order, condition and repair except for ordinary wear and tear and damage by fire or other casualty. The CONTRACTOR shall remove from the TOWN's facilities all of the CONTRACTOR's property and all personal property and personal effects of all persons claiming through or under the CONTRACTOR, and shall repair all damage to the TOWN's facilities occasioned by such removal.

23.41 Bid Award

The TOWN reserves the right to reject any, or any part of, or all BID PROPOSALS; to waive informalities and technicalities; and to accept the BID PROPOSAL which the TOWN deems to be in the best interest of the TOWN, whether or not it is the apparent lowest dollar bid.

Consideration in awarding of the Contract will be given to price, prior experience and competence of the bidder, the nature and size of the bidder's organization and familiarity with the area, and the quality of similar projects the bidder has completed in the past.

24. **TRANSMITTAL OF DELIVERABLES TO THE ASSESSOR**

24.1 RECORDS

Regular periodical delivery of appraisals, as completed, and in accordance to a schedule agreeable to the ASSESSOR shall be turned over to the ASSESSOR for review. All appraisals of buildings, either complete or under construction, shall be completed as of October 15, 2011. All completed and/or corrected records shall be turned over to the ASSESSOR as of December 21, 2011. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected in order that the final appraisal of property shall be appraised as of October 1, 2011.

24.1 Records

No information and/or appraisals or records produced by the CONTRACTOR hereunder shall be made public until after the informal public hearings, have been conducted, except to the extent public access may be compulsory under the provisions of applicable law.

It is understood and agreed that the reappraisal of properties covered by this Contract shall conform to the procedures and technical requirements of the ASSESSOR and, at least biweekly, the CONTRACTOR shall meet with the ASSESSOR to discuss the progress and various other details of the project.